

Contract no. 1724

F

A G R E E M E N T

between

BOROUGH OF FRANKLIN

SUSSEX COUNTY, NEW JERSEY

and

FRANKLIN BOROUGH WATER AND SEWER

EMPLOYEES

January 1, 1992 through December 31, 1993.

PREAMBLE

This agreement entered into this 25th day of September, 1992, for the period commencing January 1, 1992 through December 31, 1993, by and between the Borough of Franklin, in the County of Sussex, State of New Jersey, hereinafter called the "Borough" and the Borough of Franklin Water and Sewer Department, hereinafter called "Department of Public Works (DPW)", the authorized and recognized bargaining unit for the non-managerial members of the DPW of the Borough of Franklin, represents the complete and final understanding of all bargainable issues between the Borough and the DPW.

ARTICLE I

RECOGNITION

The Borough hereby recognizes the DPW as the sole and exclusive negotiation unit for all the DPW employees of a non-managerial status in the Borough. This agreement shall govern all wages and working conditions for the members of the Borough of Franklin DPW.

<u>NAME</u>	<u>DATE OF EMPLOYMENT</u>
John Kish	11/28/78
Stephen Heller	4/ 8/85
Thomas Garrera	6/10/85

ARTICLE II

EMPLOYEES RIGHTS

- A. The DPW or any member will have the right to take a grievance on any issue involving his working conditions, employment, promotion and infringement of rights arising under this agreement.
- B. All grievance matters will be taken up by the Board of Public Works and the Council Personnel Committee on the member's day off unless the Borough insists that said meeting be held during the member's work day. If the meeting is scheduled for the member's work day or representative's work day, the time off will be granted at no charge to the member.
- C. Under no circumstances will a member be required to undertake a Polygraph Test in conjunction with any aspect of his employment.

ARTICLE III

SALARIES AND WAGES

1992 STEP GUIDE

<u>GRADE IV</u>	<u>GRADE III</u>	<u>GRADE II</u>	<u>GRADE I</u>
\$ 8.96	\$11.99	\$13.67	\$14.38

1993 STEP GUIDE

<u>GRADE IV</u>	<u>GRADE III</u>	<u>GRADE II</u>	<u>GRADE I</u>
\$ 9.50	\$12.71	\$14.49	\$15.24

The Board of Public Works, with the approval of the Mayor and Council, shall determine the number of employees in each Grade of the Step Guide. There is no automatic progression from any Grade to any higher Grade even if a member meets all requirements of the higher Grade.

Grade IV - Start

Grade III - Operator

Grade II - Completion of wastewater
treatment courses

Grade I - Licensed Operator (T2)

ARTICLE 1V

HOURS, OVERTIME AND CALL OUT

- A. A work week will be forty (40) hours per week, based on and approved as determined by management.
- B. Overtime will be compensated at a rate of time and one half. DPW employees will be utilized initially in the event that overtime is required, and before utilization of any outside employment.
- C. The Borough agrees to pay a minimum of four (4) hours on unscheduled call out time, at a rate of time and a half, when off duty employee is called out for the purpose of general or emergency duty.
- D. In the event that an off duty employee is called out on a holiday, the call out rate shall be paid at double time and one half. The Borough agrees to pay a minimum of four (4) hours of unscheduled call out time.
- E. SICK DAYS - DPW employees shall be granted ten (10) days sick leave per year, with a limited right to accumulation of said leave of one hundred fifty (150) days, with a buy back of up to seventy-five (75) days providing retirement is under the statutory Public Employees Retirement Systems retirement procedures. The maximum buy back per day shall not exceed fifty dollars (\$50.00) per day, not to exceed \$3,750.00 total.
- F. EMERGENCY LEAVE - DPW employees shall be granted without loss of pay for death of:
1. Father, Mother, Wife, Husband, Son, Daughter, Sister or Brother, Mother-in-law, Father-in-law: Three (3) days;
 2. Aunts, Uncles, Nieces, Nephews, Grandparents, Sister-in-Law or Brother-in-Law: One (1) day;
- Reasonable verification of the event may be requested by the Borough.
- G. VACATION DAYS - DPW employees shall be granted vacation with pay subject to the following conditions:

<u>Years in Service</u>	<u>Vacation to be Received</u>
1 through 5 years	10 days
6 through 15 years	15 days
16 through 25 years	20 days
over 25 years	25 days

- H. PERSONAL DAYS - DPW employees shall receive three (3) personal days off per year. Notification seven (7) days in advance must be given to the DPW Supervisor.

ARTICLE V

MEAL AND UNIFORM ALLOWANCE

- A. DPW employees shall be granted a maximum of Seven dollars (\$7.00) meal allowance after three (3) hours of overtime in any emergency call out, when approved by his Supervisor.

DPW employees shall receive a uniform allowance of \$400 per employee per year for the course of this agreement. Items to be purchased are subject to prior approval by the Board of Public Works. Purchases shall be by voucher.

ARTICLE VI

COMPENSATION DAYS

- A. HOLIDAYS - The DPW employees shall be granted fourteen (14) days per year during the course of this agreement. The official holidays are: New Years Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, Columbus Day, and Member's Birthday.
1. Employees shall work a half day on Christmas Eve day, provided that December 24 falls on a Monday through Thursday. In addition, employees shall be entitled to any additional holidays which are declared for the office staff employees, during the course of this agreement.
 2. During the course of this agreement, in the event an employee is scheduled to work on a holiday he will receive a day off or six (6) hours pay at the rate of "double-time".
 3. Request for vacation leave must be made by the employee to the DPW Supervisor three (3) weeks prior to the requested leave time and approval or disapproval in writing is to be made by the Supervisor of the DPW department within five (5) days of the request.
 4. If an official holiday occurs during an employee's authorized vacation, he will be entitled to an additional day in lieu of the holiday.

ARTICLE VII

INSURANCE

- A. The Borough agrees to provide to the DPW Employees, Blue Cross/Blue Shield and Major Medical Benefits pursuant to the plan in which they are enrolled, in changing plans or carriers the Borough cannot substantially change the existing benefits received by the DPW.
- B. A Dental Plan shall be provided to the Employees. This dental plan shall provide for coverage under Delta Dental Insurance Program #4 of Proposal #9A55, or an equivalent level of coverage under an alternate plan should the Borough find it necessary to change insurance carriers.
- C. The Borough agrees to provide a prescription plan to the DPW Employees. This plan will provide for, at most, a two dollar co-pay arrangement for employee prescriptions.
- D. The Borough shall provide disability insurance for the benefit of the DPW Employees under the present plan providing the equivalent to sixty-six and two-thirds (66 2/3%) percent of the weekly earnings of each Employee for a six (6) month maximum time period of coverage.
- E. The Borough shall maintain adequate and prudent insurance to claims against a DPW Employee arising out of and/or within the scope of his employment.

ARTICLE VIII

PENSIONS

- A. The Borough's existing public employee's retirement plan provided by the statutes of the State of New Jersey shall remain in effect.

ARTICLE IX

LONGEVITY

- A. A longevity program based upon the employee's length of continuous and uninterrupted service with the Borough shall be provided annually on the following conditions for each year of this agreement.
1. January 1st, after the fifth year of service =
2.0% of base pay.
 2. January 1st, after the tenth year of service =
3.5% of base pay.
 3. January 1st, after the fifteenth year of service =
5.0% of base pay.
 4. January 1st, after twentieth year of service =
6.5% of base pay.
 5. January 1st, after twenty fifth year of service =
8.0% of base pay.
- B. Longevity shall be computed on a base pay, and shall date from the employee's original date of hire so the anniversary date of the employee shall be operative in the determining what if any longevity payment is to be made on the succeeding year.
- C. Longevity shall be paid in two payments.

ARTICLE X

SCHOOL REIMBURSEMENT

Reimbursement for books and schooling will be granted by the Board to any DPW employee after completing Part I and Part II of the Water/Wastewater Treatment Course.

Every effort will be made to assure that each DPW Employee will be given an equal opportunity by management to attend any schooling related to his job and recommended by management.

ARTICLE XI

GRIEVANCES

- A. Whenever a member has a grievance, he shall first present it verbally to his immediate Supervisor. It shall be the responsibility of the immediate Supervisor to arrange a mutually satisfactory settlement of the grievance as quickly as possible, if he can, and his opinion should be made within the discretion permitted him. The immediate Supervisor shall either conclude a mutually satisfactory solution of the grievance within forty-eight (48) hours of the time it was presented, or failing in that, shall within that time advise the member of his inability to do so.
- B. When a member is informed by his immediate Supervisor that he is unable, within the discretion permitted him, to arrange a mutually satisfactory solution to the grievance, the member shall, if he wishes to present the grievance to a higher authority, do so in the following manner:

The member shall prepare the grievance in writing. The grievance shall be stated as completely and as clearly as possible in order to permit prompt and effective disposition. Two (2) copies of the grievance shall be presented to the Supervisor of the DPW.

The Supervisor shall thereupon report the facts and events which led up to its presentation in writing including in his report any verbal answer he may have given to the employee concerning this grievance. The Supervisor shall within two (2) working days after receipt of the written grievance present it, with such other information as may be required from him, to the Board of Public Works of the Borough of Franklin.

The Board shall attempt to review said written reports and confer with the parties involved informally to the extent as they may deem appropriate and shall endeavor to resolve the grievance within two (2) working days, and shall notify the parties of their determination.

ARTICLE XI: GRIEVANCES, CONTINUED

If the grievant is not satisfied with such determination the Supervisor shall process the grievance in the following manner:

1. Copies of the grievance report submitted by the member and report submitted by the Supervisor of the Department shall be delivered to the Borough Clerk within two (2) working days after it had been determined that the grievance has not been resolved.

2. The Borough Clerk shall distribute copies of said report to each member of the Council and to the Mayor, who shall conduct a hearing to determine the matter within ten (10) working days after receipt of such grievance reports.

Said hearing shall be conducted in an informal manner and a record of said hearing be maintained by a tape recording at the request of any party or the Mayor and Council. A copy of the transcript of such tape recording shall be supplied to any grievant who is not satisfied with the decision of the Borough Council.

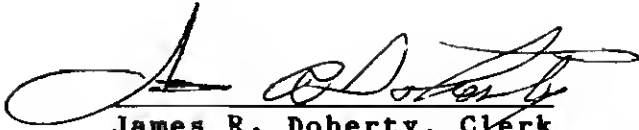
The grievant shall have the right to have the assistance at such hearing of an attorney or a representative of the DPW. The Borough Council shall decide all grievances within thirty (30) days after the conclusion of the hearing thereon.

3. All grievances shall be brought by the grievant within thirty (30) days after the grievance arises or shall be deemed to be waived and all appeals therefrom shall be brought within ten (10) days after the decision from which appeal is sought or shall be determined to have been waived. All rights and remedies of the grievant at law or otherwise shall be preserved notwithstanding the determination of the grievance in accordance with the procedures herein provided.
4. Since it is intended that grievances shall be settled without the necessity of a hearing between the Mayor and Council which have not first been processed through the steps provided above.
5. No papers and documents relating to the grievance and its disposition shall be placed in the employee's personnel history file.

RATIFICATION

ATTEST:

BOROUGH OF FRANKLIN, NEW JERSEY



James R. Doherty, Clerk
Borough of Franklin

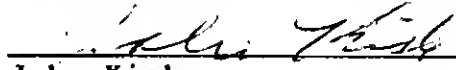
By: 

Richard Durina, Mayor
Borough of Franklin

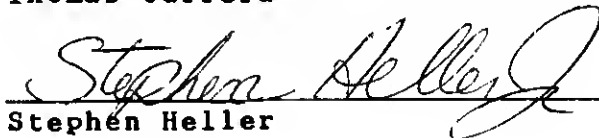
WITNESS:



Borough of Franklin,
Department of Public Works


John Kish


Thomas Garrera


Stephen Heller